

Letter from Israel Ludlow to Alexander Graham Bell, May 2, 1910

ISRAEL LUDLOW Attorney and Counsellor at Law Tel. 6500 Riverside 2688 BROADWAY
Opposite 103rd Street Subway Station New York. May 2nd 1910. Dr. Alexander Graham
Bell, Washington, D.C. My dear Dr. Bell:—

The check for \$10.00 in payment of the typewriting of the affidavits, etc. in the suit of
Wright Company vs Louis Paulhan was duly received. The full record of this suit has been
set up in type, but the proofs have not been fully corrected. So soon as the bound volume
is ready will forward you a copy.

What an extraordinary contract the Aero Club has made with the Wright Company. It puts
a damper on all aviators who may develop independent designs. By this agreement
non-infringing machines pay a royalty to the Wright Company whenever they take part in
sanctioned Meets for the royalty is paid fortholding the Meet.

An affiliated Aero Club might desire for the purposes of economy to hold a meet where
only non-infringing types of aeroplanes will be admitted. The Aero Club of America agreed
with the Wright Company that "it will grant sanction to such Meets and contests only as
shall be held under proper arrangement with the Wright Company" There is a considerable
doubt in my mind as to the power of the Aero Club to make such a discrimination.

The statement is often made that it would have been advisable to have let the Wright
Company 2 to its remedy at law. Certainly it would have had an adequate remedy, and
the question would have adjusted itself in a reasonable and fair manner. No aviator would
have desired after legal decisions had been given the Wright's favor to infringe; and the
belief is very prevalent through public opinion they would have been forced to name a
reasonable royalty for the use of each aeroplane.

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The distinction between royalty for the Meet and for the individual aeroplane seems to be the crux of the situation. No aviator taking part in such Meets could object with reason to giving a bond that he would pay a reasonable royalty in the event that final decision of the Court is in favor of the Wright Company.

This method of procedure would have avoided the palpable injustice of compelling non-infringing types of aeroplanes to contribute to the Wright Company. Indeed it might be possible that those machines against which the Courts have rendered judgment might be in a minority at a meet.

Very sincerely yours, Israel Ludlow.